

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

CALDER SEACARRIER CORP.,

07 Civ. 6520 (LAK)

Plaintiff,  
-against-

DECLARATION

VIKING MARINE S.A. and SINORICHES  
GLOBAL LTD. a/k/a SGL SHIPPING  
LIMITED,

Defendants.

-----X

I, Garth S. Wolfson, hereby declare as follows:

1. I am a partner with the firm of Mahoney & Keane, LLP, counsel of record for plaintiff, CALDER SEACARRIER CORP. (CALDER). Based upon my personal knowledge and my review of the file maintained by my office, I am familiar with the proceedings in this case.

2. Herewith attached are true copies of the following:

Exhibit A: Declaration of CALDER, by Captain Panagiotis Mihalitsis, executed on October 19, 2007;

Exhibit A1: Business Registration Certificate previously produced by counsel for SGL SHIPPING LIMITED (SGL);

Exhibit A2: Application for Funds Transfer by SGL for "VERA FREIGHT / SINORICHES;"

Exhibit A3: Certificate of Accuracy of Translation, with attached Translation of Business Registration Certificate and Application for Funds Transfer;

- Exhibit A4: Declaration, without attachments, of SINORICHES, by Deng Jingjing, previously submitted in connection with SINORICHES's prior motion to vacate the attachment
- Exhibit A5: Declaration, without attachments, of Seapride Maritime Services, by Poulikos Soukaras, previously submitted in connection with SINORICHES's prior motion to vacate the attachment;
- Exhibit A6: Declaration of Wang Xu in the Yalena Shartrova case, with attachment;
- Exhibit A7: Application for Funds Transfer by Oceanlink Navigation Co. Limited for "STRANGE ATTRACTOR FREIGHT;"
- Exhibit A8: E-Mail dated July 6, 2007;
- Exhibit B: Your Declarant's Affidavit in Support of Prayer for Attachment and Garnishment, without attachments, sworn to on August 1, 2007, verifying under oath all of the substantive allegations contained in the Amended Complaint, as well as additional factual background, and submitted to, and reviewed by, the Court before the subject order of attachment was signed; and
- Exhibit C: Order dated October 16, 2007.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 19, 2007  
New York, New York

MAHONEY & KEANE, LLP  
Attorneys for Plaintiff

By: 

Garth S. Wolfson (GW 7700)  
111 Broadway, Tenth Floor  
New York, New York 10006  
(212) 385-1422

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CALDER SEACARRIER CORP.,

07 Civ. 6520 (LAK)

Plaintiff,  
-against-

DECLARATION

VIKING MARINE S.A. and SINORICHES  
GLOBAL LTD, a/k/a SGL SHIPPING  
LIMITED,

Defendants.

-----X

I, Captain Panagiotis Mihalitsis, hereby declare as follows:

1. I am employed as chartering manager for plaintiff, CALDER SEACARRIER CORP. (CALDER), with responsibilities for securing the cargoes to be loaded on board CALDER's chartered tonnage. Based upon my personal knowledge and my review of the file maintained by my office, I am familiar with the chartering arrangements with the defendants in this and other matters.

2. Herewith attached are true copies of the following:

- |            |  |
|------------|--|
| Exhibit 1: | Business Registration Certificate produced by SGL SHIPPING LIMITED (SGL);  |
| Exhibit 2: | Application for Funds Transfer by SGL for "VERA FREIGHT / SINORICHES;"   |
| Exhibit 3: | Certificate of Accuracy of Translation, with attached Translation Business Registration Certificate and Application for Funds Transfers; |
| Exhibit 4: | Declaration, without attachments, of   |

SINORICHES, by Deng Jingjing, previously submitted in connection with SINORICHES's prior motion to vacate the attachment

Exhibit 5: Declaration, without attachments, of Seapride Maritime Services, by Poulikos Soukaras, previously submitted in connection with SINORICHES's prior motion to vacate the attachment;

Exhibit 6: Declaration of Wang Xu in the Yalena Shartrova case, with attachment;

Exhibit 7: Application for Funds Transfer by Oceanlink Navigation Co. Limited for "STRANGE ATTRACTOR FREIGHT;" and

Exhibit 8: E-Mail dated July 6, 2007.

3. At all pertinent times, it has been Your Declarant's firm understanding that SINORICHES GLOBAL LTD. (SINORICHES) was and is one and the same as SGL SHIPPING LTD. (SGL). The English name of the charterer has been represented to CALDER alternatively and interchangeably as both SINORICHES and SGL.

4. However, as the translations, as well as simple comparison, of the pertinent documents attest, the name in Chinese has always remained the same. (Exhibit 3). "SGL" thus occasionally appears in English under the Chinese characters for SINORICHES. Id. The Chinese in the very Business Registration Certificate proffered by the defendant itself spells only "SINORICHES," and certainly not "SGL." Id.

5. This, in fact, is also how SGL appears in the funds

transfer documentation for the payment of freight with respect to the subject fixture, i.e. "SGL" in English just under "SINORICHES" in Chinese. Id.

6. To the extent SGL nonetheless argues that it is separate and distinct from SINORICHES, this funds transfer would demonstrate that, at the very least, SGL paid SINORICHES's debts. And Your Declarant respectfully submits that it is not common practice in the shipping industry for unaffiliated entities to make freight payments for one another, as the defendant is now apparently claiming.

7. Moreover, the person with whom CALDER and SINORICHES's admitted broker, Seapride, dealt most closely in connection with the SINORICHES/SGL fixture is Charlie Wang. (Exhibit 4; Exhibit 5). Mr. Wang's control of SINORICHES was also confirmed in an affidavit in a prior, unrelated case prepared with the assistance of SGL's present counsel. (Exhibit 6, at 3) ("Sinoriches, a company apparently controlled by Charlie Wang"). Charlie Wang previously had a company by the name OCEANLINK NAVIGATION (OCEANLINK). Funds transfers for freight payments made through OCEANLINK were signed by Mr. Wang. (Exhibit 7). And that signature is plainly identical to the signature on the "SGL" funds transfer request. Compare Exhibit 2 with Exhibit 7.

8. CALDER was even expressly advised by the broker who

acted for the SINORICHES in connection with the VERA fixture that SINORICHES freight payments would be remitted by Mr. Wang "via his new company SGL Shipping Ltd." (Exhibit 8).

9. Nor does CALDER accept defendants' argument that the attached funds were somehow for the benefit of another party, BTB International. The communications leading to the purported fixture have not been produced, though defendant appears to have control of the evidence with respect to a fixture with which the defendant claims to have no interest. Your Declarant has personally checked with Allied Maritime Inc., the owners of the PARADISE ISLAND, via their brokers, who advise that they were under the impression that the PARADISE ISLAND was not, in fact, fixed with a company called BTB International. Those brokers told Your Declarant that they understood the vessel to be fixed with none other than SINORICHES. This also explains why SINORICHES/SGL, rather than BTB, has been the party attempting to vacate the attachment. Yet the cryptic declaration submitted by SGL scrupulously avoid mention of Mr. Wang and his role in SGL as well as the PARADISE ISLAND FIXTURE.

10. And that's not all. Your Declarant knows SGL's declarant, Guoxian Yang, to be the General Manager of Far East International Shanghai Agency (FEISA), a partner and/or associate of Mr. Wang. Mr. Yang corresponded with CALDER on

behalf of SINORICHES with respect to operational details in other fixtures and also paid freight owing by SINORICHES. In addition, we have uncovered in an unrelated prior action before this Court a declaration submitted on behalf of Pan-Pacific International Trading Co. Ltd. (Pan-Pacific) averring that Mr. Wang fraudulently, and without authority from Pan-Pacific, entered into a fixture on behalf of Pan-Pacific for the M/V YALENA SHARTROVA. (Exhibit 6). The agent used by Mr. Wang to perpetrate this purported scheme and specifically identified in the allegedly fraudulent fixtures, was, again, none other than Mr. Yang. Id.

11. Indeed, SINORICHES and SGL appear to have both melded and split at will whenever deemed convenient even throughout its efforts to vacate this attachment. The first U.S. lawyer to respond to the attachment was Mr. Bennett, the counsel of record for SINORICHES, who telephoned CALDER's U.S. Counsel on August 14, 2007 and made no attempt at that time to distinguish between SINORICHES and SGL. SINORICHES also then moved to vacate the attachment. But, if SGL's argument is to be credited, than only SGL funds have been attached, and none of SINORICHES's have. There would have been no reason for SINORICHES to have been the first responder to the attachment or the party moving to vacate it. Yet, within hours of the Court's denying SINORICHES's motion, an apparently carefully



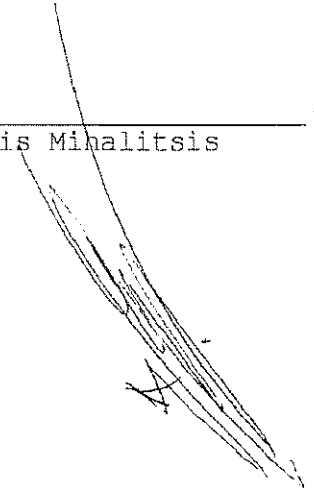
orchestrated second bite of the apple was attempted by way of the instant order to show cause.

12. There is thus ample evidence to support CALDER's good faith belief that SINORICHES is SGL and SGL is SINORICHES. And, even assuming arguendo they are not the same company, as everyone who has dealt with SINORICHES/SGL has believed, they are clearly in cahoots, with SGL acting in a manner to suggest to CALDER an obvious "alter-ego" relationship.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Athens, Greece, on October 19<sup>th</sup> 2007,

\_\_\_\_\_  
Panagiotis Mihalitsis (L.S.)





表格 2  
FORM 2  
《商業登記條例》(第 310 章)  
BUSINESS REGISTRATION ORDINANCE (Chapter 310)  
《商業登記規例》  
BUSINESS REGISTRATION REGULATIONS  
商業 / 分行登記證  
Business/Branch Registration Certificate



業務/法團所用名稱  
Name of Business/  
Corporation

中置船務有限公司  
SGL SHIPPING LIMITED

業務/分行名稱  
Business/  
Branch Name

\*\*\*\*\*  
\*\*\*\*\*

地址  
Address

RM 301-2 3/F  
HANG SENG WANCHAI BLDG  
200 HENNESSY RD WANCHAI  
HK

業務性質  
Nature of Business

SHIPPING

法律地位  
Status

BODY CORPORATE

生效日期  
Date of Commencement

屆滿日期  
Date of Expiry

登記證號碼  
Certificate No.

登記費及徵費  
Fee and Levy

21/04/2007

20/04/2008

36670100-000-04-07-8

\$2,600

(登記費 FEE = \$2,000)

(徵費 LEVY = \$ 600)

請注意下列《商業登記條例》的規定 (SEE OVERLEAF FOR ENGLISH VERSION)

- 5 6(8) 條規定就任何業務發出商業登記證或分行登記證，不得當作隱含以下意思：有關該業務或經營該業務的人或受僱於該業務的僱員的任何法律規定已獲遵從。
- 5 7(2) 條規定任何經營業務人士，倘在現有商業登記證期滿後未有收到繳款通知書，須於 1 個月內以書面通知稅務局局長。
- 5 8 條規定凡申請登記表格內所列業務詳情有任何變更時或凡某項業務經已結束，任何經營有關業務的人或任何在結束前經營該項業務的人須於該變更發生時或該項業務結束時起計 1 個月內，以書面通知局長。
- 5 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。
- 5 15(1) 條規定對觸犯本條例者可施行的罰則，包括罰款 \$5,000 及監禁 1 年。
- 5 21 條規定須將收取徵費所得的全部款項撥付破產欠薪保障基金。

繳款時請將此商業登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業登記證。

PLEASE PRODUCE THIS CERTIFICATE AND DEMAND NOTE INTACT AT TIME OF PAYMENT. THIS DEMAND NOTE WILL ONLY BECOME A VALID BUSINESS REGISTRATION CERTIFICATE UPON PAYMENT.

[印所示登記費及徵費收訖。(請參閱背頁繳款辦法所載內容)]

RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES. (Please see payment instructions overleaf.)



南洋商業銀行  
NANYANG COMMERCIAL BANK

境 外 汇 款 申 请 书  
APPLICATION FOR FUNDS TRANSFERS (OVERSEAS)

致:  
TO:

日期  
Date:

☐ 电汇 T/T ☐ 票汇 D/D ☐ 信汇 M/T 发电报 普通 Normal ☐ 加急 Urgent

REF. NO. 200701070003164

|   |   |   |  |
|---|---|---|--|
| 申 报 号 码 RCP Reporting No.                                       |   | 000000 0000 0000  |  |
| 20 银行业务编号 Bank Transaction Ref No.                              | 收 款 行 / 付款行 Receiver/Drawn on           |   |  |
| 32A 汇款币种及金额 Currency & Interbank Settlement Agreement           | 金 额 大 写 Amount in Words                 |   |  |
| 33 汇款币种 Amount in CN  | 账号 Account No./Credit Card No.          |   |  |
| 34 购汇金额 Amount of Purchase                                      | 账号 Account No./Credit Card No.          |   |  |
| 35 其他金额 Amount of Others  | 账号 Account No./Credit Card No.          |   |  |
| 51a 汇款人名称及地址 Remitter's Name & Address                          | C&L Supply 1-2-7-0                      |   |  |
| <input type="checkbox"/> 安全组织识别代码 Unit Code                     |   | <input type="checkbox"/> 个人身份证件号码 Individual ID NO.   |  |
| <input type="checkbox"/> 中国居民个人 Resident Individual             |   | <input type="checkbox"/> 中国非居民个人 Non-Resident Individual  |  |
| 54a 收款银行之代理行 Correspondent of Beneficiary's Bank Name & Address | SAMA IF NEW YORK NEW YORK               |   |  |
| 57a 收款人开户银行名称及地址 Beneficiary's Bank Name & Address              | 收款人开户银行在其代理行账号 Bene's Bank A/C No.      |   |  |
| 59a 收款人名称及地址 Beneficiary's Name & Address                       | 收款人账号 Bene's A/C No.                    |   |  |
| 70 汇款附言 Remittance Information                                  | 只限 140 个字符 Not Exceeding 140 Characters |   |  |
| 收款人居住国家(地区)名称及代码 Resident Country/Region Name & Code            |   | 71a 国内外信用承担 All Bank's Charges If Any Are To Be Borne By  |  |
| 72 备注 Remarks   |   | <input type="checkbox"/> 汇款人 O/R <input type="checkbox"/> 收款人 BEN <input type="checkbox"/> 共同 S/A |  |
| 73 交易代码 RCP Transac Code  |   | 相应币种及金额 Currency & Amount   |  |
| 74 交易附言 Transac Remark  |   | 交易币种及金额 Currency & Amount   |  |
| 75 汇款金额 REMITTANCE AMOUNT                                       |   | USD 1,140,376.30  |  |
| 76 手续费 FEE  |   | USD 60.00   |  |
| 77 电汇/票汇/信汇 T/T/POSTAGE   |   | USD 15.00   |  |
| 78 汇款日期 DATE  |   | 20070107  |  |
| 79 汇款人账号 A/C  |   | 043-457-1-00053   |  |
| 80 收款人账号 A/C  |   | 043-457-1-00053   |  |
| 81 汇款人名称及地址 Remitter's Name & Address                           |   | 中 富 船 务 有 限 公 司   |  |
| 82 收款人名称及地址 Beneficiary's Name & Address                        |   | 中 富 船 务 有 限 公 司   |  |
| 83 汇款人签名 Remitter's Signature                                   |   | 收款人签名 Beneficiary's Signature   |  |
| 84 汇款人盖章 Remitter's Stamp                                       |   | 收款人盖章 Beneficiary's Stamp   |  |
| 85 汇款人电话 Remitter's Phone No.                                   |   | 收款人电话 Beneficiary's Phone No.   |  |
| 86 汇款人地址 Remitter's Address                                     |   | 收款人地址 Beneficiary's Address   |  |
| 87 汇款人邮编 Remitter's Zip Code                                    |   | 收款人邮编 Beneficiary's Zip Code  |  |
| 88 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 89 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 90 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 91 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 92 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 93 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 94 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 95 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 96 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 97 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 98 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |
| 99 汇款人职业 Remitter's Occupation                                  |   | 收款人职业 Beneficiary's Occupation  |  |

第三联 申报主体留存联

**Legal, Financial, Scientific, Technical and Patent Translations**

**11 BROADWAY  
NEW YORK, NY 10004**



## **Certificate of Accuracy**

### **TRANSLATION**

From Chinese into English

**STATE OF NEW YORK  
COUNTY OF NEW YORK**

} S.S.:

On this day personally appeared before me  
who, after being duly sworn, deposes and states:

That Elisabeth A. Lucas is a translator of the Chinese and English languages  
by profession and as such connected with the **LAWYERS' & MERCHANTS'  
TRANSLATION BUREAU;**

That Elisabeth A. Lucas is thoroughly conversant with these languages;

That Elisabeth A. Lucas has carefully made the attached translation from the  
original document written in the Chinese language; and  
marked parts

That the attached translation is a true and correct English version of such  
original, to the best of Elisabeth A. Lucas's knowledge and belief.

**SUBSCRIBED AND SWORN TO BEFORE ME  
THIS**

**SEP 19 2007**

Susan Tapley  
Notary Public, State of New York  
No. 01TA4999804  
Qualified in Queens County  
Certificate filed in New York County  
and Kings County  
Commission Expires July 27, 2010

All three circled sections seem to relate to the same name.

The second character in the first circled section is illegible. The other characters are the same as in the second and third circled sections.

A search for the Chinese name “中富船坞有限公司” on the Internet, suggests that this name is related to an English name “Sinoriches Global Co. Ltd.” However, the official websites of both names are not working at the moment.

The first character in the name (中) is also the first character in the name of China (中国). The second character (富) means “rich”. The remaining characters in the name mean “Shipping Co. Ltd.” Therefore, it is reasonable to translate the name literally as “Sinoriches Shipping Co. Ltd.”

Finally, the third circled section reads “Welcome to Sinoriches Shipping Co. Ltd.”



表格 2  
FORM 2

(商業登記條例) (第 310 章)  
BUSINESS REGISTRATION ORDINANCE (Chapter 310)

(商業登記規例)  
BUSINESS REGISTRATION REGULATIONS

商業 / 分行登記證  
Business / Branch Registration Certificate



業務/法團所用名稱  
Name of Business/  
Corporation

中富船務有限公司  
SGL SHIPPING LIMITED

業務/分行名稱  
Business/  
Branch Name

\*\*\*\*\*  
\*\*\*\*\*

地址  
Address

RM 301-2 3/F  
HANG SENG WANCHAI BLDG  
200 HENNESSY RD WANCHAI  
HK

業務性質  
Nature of Business

SHIPPING

法律地位  
Status

BODY CORPORATE

生效日期  
Date of Commencement

屆滿日期  
Date of Expiry

登記證號碼  
Certificate No.

登記費及徵費  
Fee and Levy

21/04/2007

20/04/2008

36670100-000-04-07-8

\$2,600

(登記費 FEE = \$2,000)

(徵費 LEVY = \$ 600)

請注意下列《商業登記條例》的規定 (SEE OVERLEAF FOR ENGLISH VERSION)

第 6(1) 條規定就任何業務發出商業登記證或分行登記證，不得當作隱含以下意思：有關該業務或經營該業務的人或受僱於該業務的雇員的任何法律規定已獲遵從。

第 7(2) 條規定任何經營業務人士，倘在現有商業登記證期滿後未有收到繳款通知書，須於 1 個月內以書面通知稅務局局長。

第 8 條規定凡申請登記表格內所列業務詳情有任何變更時或凡某項業務經已結束，任何經營有關業務的人或任何在結束前經營該項業務的人須於該變更發生時或該項業務結束時起計 1 個月內，以書面通知局長。

第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

第 15(1) 條規定對觸犯本條例者可施行的罰則，包括罰款 \$5,000 及監禁 1 年。

第 21 條規定須將收取徵費所得的全部款項撥付破產欠薪保障基金。

繳款時請將此商業登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業登記證。

PLEASE PRODUCE THIS CERTIFICATE AND DEMAND NOTE INTACT AT TIME OF PAYMENT. THIS DEMAND NOTE WILL ONLY BECOME A VALID BUSINESS REGISTRATION CERTIFICATE UPON PAYMENT.

繳印所示登記費及徵費收訖。(請參閱背頁繳款辦法所載內容)

RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES. (Please see payment instructions overleaf.)



境 外 汇 款 申 请 书  
APPLICATION FOR FUNDS TRANSFERS (OVERSEAS)

日期

|   |  |   |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
|---|--|---|--|--|--|---|--|----------------------|--|--------------------|--|--|--|--|--|--|--|
| TO:   |  |   |  |  |  | <input type="checkbox"/> 电汇 TT <input checked="" type="checkbox"/> 票汇 MD <input type="checkbox"/> 信汇 MT |  |                      |  |                    |  | 发电等级 <input type="checkbox"/> 普通 Normal <input type="checkbox"/> 加急 Urgent |  |  |  |  |  |
| 申报号码 BOP Reporting No.  |  |   |  |  |  | 000000 0000 00  |  |                      |  |                    |  | REF. 093870TT7003184   |  |  |  |  |  |
| 20 银行业务编号 Bank Transaction Ref. No.   |  |   |  | 收单行 / 付款行 Received/Drawn on                                  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 32A 汇款币种及金额 Currency & Interbank Settlement Agreement   |  | USD 1,400.30  |  | 金额大写 Amount in Words   |  | ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ONLY   |  |                      |  |                    |  |  |  |  |  |  |  |
| 其 他 金 额 Amount in Others  |  |   |  | 账号 Account No./Credit Card No.                               |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 中 国 人 民 币 金 额 Amount in RMB   |  |   |  | 账号 Account No./Credit Card No.                               |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 其他金额 Amount in Others   |  |   |  | 账号 Account No./Credit Card No.                               |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 50a 汇款人名称及地址 Remitter's Name & Address  |  | CAL SUPPLY CO INC NEW YORK NY   |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| <input type="checkbox"/> 对公组织机构代码 Unit Code   |  | 1500000000000000  |  | <input type="checkbox"/> 个人身份证件号码 Individual ID NO.          |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| <input type="checkbox"/> 中国居民个人 Resident Individual   |  |   |  | <input type="checkbox"/> 中国非居民个人 Non-Resident Individual     |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 54a 收款银行之代理行 Correspondent of Beneficiary's Bank Name & Address   |  | SANTAL FE NEW YORK NEW YORK USA   |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 57a 收款人开户银行名称及地址 Beneficiary's Bank Name & Address  |  | EGYPTIAN BANK PISCARUS BRANCH PIKADIL GREECE  |  | 收款人开户银行在其代理行账号 Bene's Bank A/C No.                           |  | 1500000000000000  |  |                      |  |                    |  |  |  |  |  |  |  |
| 59a 收款人名称及地址 Beneficiary's Name & Address   |  | VERA FREIGHT S/VORIDGE  |  | 收款人账号 Bene's A/C No.   |  | 1500000000000000  |  |                      |  |                    |  |  |  |  |  |  |  |
| 70 附言 Remarks Information   |  | 只限 140 个字符 Not Exceeding 140 Characters   |  | Z/A 国内、外、海、用、承、担 All Banks Charges If Any Are To Be Borne By |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 收款人所在国家(地区)名称及代码 Resident Country/Region Name & Code  |  | 希腊 GRECE  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 请选洋: <input type="checkbox"/> 预付货款 Advance Payment <input type="checkbox"/> 货到付款 Payment Against Delivery <input type="checkbox"/> 退款 Refund <input type="checkbox"/> 其他 Others |  | 船运装运日期  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 交易编码 BOP Transac. Code  |  | 1500000000000000  |  | 相应币种及金额 Currency & Amount                                    |  | USD 1,400.30  |  | 交易附言 Transac. Remark |  | 此乃汇入款              |  |  |  |  |  |  |  |
| REMITTANCE AMOUNT USD 1,400.30  |  | 是 <input type="checkbox"/> 否 <input type="checkbox"/>   |  | 合同号 CONTRACT NO.   |  | COM IN LIEN USDO.OO   |  | 报关单据编号 CODE          |  | OTHER COM. USDO.OO |  |  |  |  |  |  |  |
| 运费 FTL/POSTAGE USD 15.00  |  | 是 <input type="checkbox"/> 否 <input type="checkbox"/>   |  | 报关单据编号 CODE  |  | OTHER COM. USDO.OO  |  |                      |  |                    |  |  |  |  |  |  |  |
| 支票号码 ACN 043-457-1-000531   |  | 本次来注金额  |  | 457.30   |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 提单号   |  | 报关单币种及利息金额  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 银行专用章 FOR BANK USE ONLY   |  | 申请人签名 APPLICANT'S SIGNATURE   |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 中富船务有限公司 CHENG FU SHIPING MARINE S.A.   |  | 请按照贵行背面所列条款代办以上汇款并遵行申报 Please Effect The Upwards Remittance Subject To The Conditions Overleaf                    |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| CORPORATION 177 16-49-16 20070219   |  | CHENG FU SHIPING MARINE S.A.  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 电报费 Cable Charge  |  | 申请人的姓名 Name of Applicant  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 手续费 Transfer Charge   |  | 电话 Phone No.  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 支付方式 In Payment of the Remittance   |  | <input type="checkbox"/> 现金 by Cash <input type="checkbox"/> 支票 by Check <input type="checkbox"/> 账户 from Account |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |
| 被印 Sig Ver  |  | 经办 Maker  |  |  |  |   |  |                      |  |                    |  |  |  |  |  |  |  |

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**Sinoriches Global Co., Ltd** business area is mainly international trading and shipping. Trading area is focus on chemical, mineral, metals. ...

[www.sinoriches.com/company\\_en.htm](http://www.sinoriches.com/company_en.htm) - 5k - [Cached](#) - [Similar pages](#)

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**Sinoriches Global Limited** was established in 1999, The business objective is to provide our customers with the highest quality service, though a unique blend ...

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[q=Sinoriches+Global+Limited+v.+Steelco+Pacific+Trading%2C+Ltd.](http://blawgsearch.justia.com/search.aspx?q=Sinoriches+Global+Limited+v.+Steelco+Pacific+Trading%2C+Ltd.) - 40k -

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**MRC Company Credit Reports starting with S**

**Sinoriches Global Ltd** (published: 16 August 2006) Sinosteel Shipping & Forwarding Co (published: 04 April 2005) Sinotrans (Germany) GmbH (published: 18 ...

[www.mrcinfo.com/list/lmiu\\_investigations\\_company\\_credit\\_reports\\_s.html](http://www.mrcinfo.com/list/lmiu_investigations_company_credit_reports_s.html) - 239k -

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[www.mrcinfo.com](http://www.mrcinfo.com): The Company Reports Channel

Sinopec Zhenhai Refining & Chemical Co Ltd, 05114112816, CHINA, 31 January 2005.

**Sinoriches Global Ltd**, 03101794835, CHINA, 16 August 2006 ...

[www.mrcinfo.com/NASApp/cs/ContentServer?pagename=LLPortal/](http://www.mrcinfo.com/NASApp/cs/ContentServer?pagename=LLPortal/)

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Bennett, Giuliano, McDonnell & Perrone, LLP  
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SINORCHES GLOBAL LTD.  
225 West 34<sup>th</sup> Street, Suite 402  
New York, New York 10122  
Telephone: (646) 328-0120  
Facsimile: (646) 328-0121

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
CALDER SEACARRIER CORP.,

Plaintiff,

07 CV 6520 (LAK)

- against -

**DECLARATION OF  
DENG JINJING**

VIKING MARINE S.A. and SINORICHES GLOBAL  
LTD. a/k/a/ SGL SHIPPING LIMITED,

Defendants.

-----X

I, DENG JINJING, declare under the penalty of perjury under the laws of the United States that the following is true and correct:

1. I am the Director of defendant Sinoriches Global Ltd, ("Sinoriches"), (sued herein incorrectly as Sinoriches Global Ltd. a/k/a SGL Shipping Ltd.), and as such am fully familiar with the facts stated herein, as well as the allegations alleged in the complaint.
2. The nature of Sinoriches business is marine transportation.
3. Sinoriches works with brokers, who act independently and not as agents of Sinoriches, to assist Sinoriches with chartering of vessels. One of the brokers that Sinoriches has dealt with is a Greek company called Sea Pride Maritime.

4. In June of 2007, Sea Pride Maritime brokered a charter party between Universal Cargo Lines S.A., as owner, and Sinoriches as charterer for the M/V Vera. Sea Pride Maritime was acting as agent for the owners of the M/V VERA at that time.

5. A copy of the Fixture Recap is attached hereto as Exhibit A.

6. Sinoriches never entered into a Fixture Note, or any other type of contract, with Calder Seacarrier Corp. or Viking Marine S.A.

7. The alleged Fixture Note negotiated by Sea Pride Maritime and M/S CALDER SEACARRIER was not sent, received, or agreed to by Sinoriches.

8. I have read the complaint filed by M/S CALDER SEACARRIER and believe the allegations referring and relating to Sinoriches are false.

Date: 19 day of September 2007  
Dalian, China



DENG JINJING

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
CALDER SEACARRIER CORP.,

**07 CV 6520 (LAK)**

Plaintiff,

- against -

VIKING MARINE S.A. and SINORICHES GLOBAL  
LTD. a/k/a SGL SHIPPING LIMITED,

Defendants.  
-----X

I, Poulikos Soukaras, shipbroker of Seapride Maritime Services, address 145  
Kolokotroni Str., Piraeus-Greece, declare as follows:

1. I am employed at Seapride Maritime Services for the last 25 years and I  
am in charge of all the chartering activities being the managing director of  
this broking company.

2. I have been fixing the cargoes of Sinoriches Dalian for a long time and I  
have concluded the fixture of their cargoes with Calder Seacarrier Corp. which  
I refer as follows:

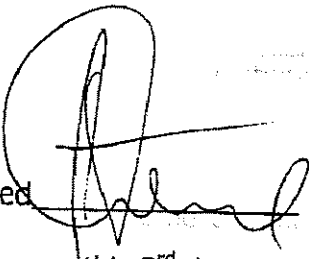

- a) m/v Sargodha
- b) m/v Asha Manan
- c) m/v Xuan De Men
- d) m/v Fuzhou
- e) m/v Trader
- f) m/v Vera

True copies of the recap of the above mentioned fixtures are hereby attached to this declaration marked "Exhibit PS 1".

3. I was personally involved in all the fixtures acting as an intermediate broker and the most recent fixture was the m/v Vera c/p between Sinoriches and Calder which was concluded on the 7<sup>th</sup> June 2007.

4. I always had the Sinoriches' authority to act as the intermediate broker in order to fix their cargoes with the chartered tonnage of Calder Seacarrer Corp. and all the negotiations that lead to the fixtures between Sinoriches and Calder were done through our company 'Seapride Maritime Services Piraeus'. I was all the time communicating with mr.Charlie Wang of Sinoriches for all the fixtures concluded between Sinoriches and Calder including the fixture of m/v Vera the negotiations of which were commenced on the 6<sup>th</sup> of June 2007.

Pursuant to 28 U.S.C.§1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signed    
At Piraeus this 3<sup>rd</sup> day of October 2007

06-03506 (S&K)

WANG XU DECLARATION IN  
THE YALENA SHARTROVA CASE

Exhibit "A"

WANG XU states as follows:

1. I am the Vice General Manager of Pan-Pacific International Trading Co. Ltd. ("Pan Pacific Trading") and make this declaration in connection with the case of MTC Levant-Line GmbH, Bremen v Pan-Pacific International & Transportation Co. Ltd. Pan-Pacific International Trading Co., Ltd., Pan-Pacific International Trading & Transportation Co., Ltd., 06 Civ. 3506 (JGK) and the motion to vacate the attachment of funds of Pan-Pacific Trading in that case in the amount of \$150,000.

2. Pan-Pacific Trading is a corporation duly licensed under the laws of China with a head office in Tianjin, China. Attached as Exhibit "1" is the notarized business license of Pan-Pacific Trading with English translation.

The Yalena/MTC Levant-Line Charter

3. In this case, MTC Levant-Line claims that it entered into a charter party for the vessel YALENA SHARTROVA ("Yalena Charter Party") with a company called Pan-Pacific International & Transportation Co. Ltd. ("PPI Transportation") (see complaint, Exhibit "2", at paragraph FOURTH and NINTH). A copy of the fixture notes (Exhibit "3") and the unsigned charter party dated May 14, 2004 (Exhibit "4") obtained by our attorneys from MTC Levant-Line's attorneys are attached.

4. Pan-Pacific Trading has no connection or involvement with PPI Transportation nor does Pan-Pacific Trading have any connection with the other similar sounding defendant, Pan-Pacific International Trading & Transportation Co. Ltd. ("PPIT Transportation"). Furthermore, Pan-Pacific Trading had no involvement whatsoever with the Yalena Charter Party and the shipment of goods under it and was unaware of the existence of that charter party and PPI Transportation and PPIT Transportation until Pan-Pacific Trading received a copy of Notices of Lawsuits and Maritime Attachments from MTC Levant-Line's attorneys, Fowler, Rodriguez & Chalos on or about May 25, 2006 (see Exhibits "5" and "6").

5. MTC Levant-Line has alleged, at paragraph SEVENTH of the complaint (Exhibit "2") that PPI Transportation is an "agent and/or manager" of Pan-Pacific Trading. This is incorrect. As indicated, Pan-Pacific Trading has no connection whatsoever with either PPI Transportation or PPIT Transportation

and Pacific-Pacific Trading has never acted as an "agent or manager" for either of them nor have either of them acted as a manager or agent of Pan-Pacific Trading.

6. MTC Levant-Line has also alleged, at paragraph EIGHTH of the Complaint, that PPI Transportation "utilizes" Pan-Pacific Trading and PPIT Transportation to "transfer funds through, to and from the Southern District of New York." Again, this is incorrect as Pan-Pacific Trading has no connection with PPI Transportation or PPIT Transportation and does not transfer funds for either of them nor do they transfer funds for Pan-Pacific Trading.

7. In brief, Pan-Pacific Trading had no connection with PPI Transportation, PPIT Transportation or the Yalena Charter Party. Pan-Pacific Trading only learned of this charter and a claim under it when Pan-Pacific Trading received notice, on May 25, 2006.

8. It will be noted in paragraph 13 of the fixture notes for the Yalena Charter Party (Exhibit "3") that notice of the owner's payment of insurance premiums is to be given to "SINORICHES DLN FAX 86 411 88803803." Pan-Pacific Trading has learned that this is the fax number for a Charlie Wang who operates Sinoriches Enterprises Co. Ltd. ("Sinoriches"). The significance of this and background on related cases is addressed below.

The Alma Libre-Nobili Charter/London Arbitration Award Received January 6, 2006

9. On or about May 22, 2004 Pan-Pacific Trading had forwarded to it a copy of a letter dated May 21, 2004 from Stephenson Harwood (Exhibit "7") which was addressed to Pan-Pacific Trading but had an incorrect fax number for Pan-Pacific Trading. (fax number 0082 2225328192 is similar to Pan-Pacific Trading's fax number except that the country code, 82, is wrong; that is the country code for Korea and not China). That letter had a demand for arbitration concerning a vessel called the ALMA LIBRE ("Alma Charter") which made no sense to me as Pan-Pacific Trading had no involvement in or knowledge of this charter. I learned that a Mr. Charlie Wang had been involved in that charter. I both wrote and called Mr. Wang about this. Both on the telephone and in writing he told me that the claim from Stephenson Harwood was "groundless" and that he would take care of it and that he expected the matter would be resolved in one week (Exhibit "8").

10. Pan-Pacific Trading never received anything more from Stephenson Harwood until January 6, 2006 when Pan-Pacific Trading received a copy of an arbitration award apparently made against Pan-Pacific from Stephenson Harwood. (Exhibit "9"). Pan-Pacific Trading had never received copies of any pleadings made in the arbitration from any source. Our attorneys later obtained copies of one letter from the arbitrators showing that the arbitrators had apparently attempted to send notices to Pan-Pacific Trading at fax number 86 411 88827947, the fax number for a company called Finecom Shipping Ltd. ("Finecom"), and 86 411 88803803, the fax number for Sinoriches. (Exhibit "10").

11. Through later investigation by our attorneys, Pan-Pacific Trading has learned that the Alma Charter was fraudulently entered into in Pan-Pacific Trading's name by Sinoriches, a company apparently controlled by Charlie Wang and another company, Finecom apparently controlled by Qi Weidong both of which fraudulently acted as though they were Pan-Pacific Trading. Attached as Exhibit "11" is a copy of the Alma Charter entered into by Sinoriches, purportedly on behalf of Pan-Pacific Trading, obtained by our Chinese attorney from Mr. Charlie Wang who has since refused to cooperate. As indicated, Pan-Pacific Trading had absolutely no involvement in that charter and never authorized Sinoriches or Finecom to act for Pan-Pacific Trading.

The Flori-Clipper Elite Charter/English Judgment Received on January 4, 2006

12. Pan-Pacific Trading learned on October 10, 2005, by receipt of "claims particulars" (Exhibit "12") that a claim against PPT was being asserted by Clipper Elite Carriers in England on a charter party for the vessel FIORI which had also allegedly been entered into by PPT as the charterer. I suspected Charlie Wang was again involved and called him about this. Mr. Wang assured me that he was taking care of the matter and that Pan-Pacific Trading need not be concerned about it. On or about January 4, 2006, however, Pan-Pacific Trading received a copy of a judgment made against it in that case. Although Pan-Pacific Trading had absolutely no involvement in that charter, it did settle this case because it was able to do so for a relatively modest amount (\$55,000) and avoid the cost and risk of litigation.

Second Charter with Clipper Elite

13. Pan-Pacific Trading also learned that Charlie Wang has entered into another charter with Clipper Elite Carriers. This charter apparently resulted in a small claim which was settled by Finecom making a payment of \$3,000. (Exhibit "13"). It should be noted that this case was resolved by

Finecom in the name of our company without any principal's authority, further we were unaware of anything about this matter from the outset to its end until we instructed a lawyer to investigate against Finecom for the dispute with the Nobili Charter. This charter appears to be another charter fraudulently entered into and operated in Pan-Pacific Trading's name by Charlie Wang of Sinoriches and Qi Weidong of Finecom.

14. In summary, Pan-Pacific Trading had nothing to do with the Yalena Charter and also has nothing to do with PPI Transport or with PPIT Transportation. In the circumstances, plaintiff's claim against Pan-Pacific Trading should be dismissed and its attachment of Pan-Pacific Trading's funds in the amount of \$150,000 should be vacated.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

  
Wang Xu

Executed: Tianjin, China  
September 6, 2006



# Exhibit 3

EXHIBIT 3

JUN-07-2006 13:26

FOWLER RODRIGUEZ CHALOS

P.02

**FULL FIXTURE RECAP OF MAIN TERMS + CP DETLS AGREED**

C/PARTY DATED: 15 APRIL 2005

A/C PAN-PACIFIC INT'L TRADING AND TRANSPORTATION CO., LTD

**PERFORMING VSL :**

mv yelena shatrova

rus flg, 1990 blt, grt/nrt/dwt 7095 / 2936 / 7385 on 6,89 m ssw, tpcm  
22

loa/bm/dept 132,7 / 19,86 / 8,8 m class: rs

bl / gr capa 10022 / 10474,6 cbm, single-deck, 4 ho/ha,

crane 4x20t (twin, 2x20t=40t)

nbr hold size(m): hatch size (m): capa gr / bale (cbm):

1 14,7 x 10,0 x 7,9 1 x 12,6 x 10,2 1260 1206

2 24,4 x 16,0 x 9 1 x 19,2 x 15,36 3224 3084

3 21,75 x 18,0 x 9 1 x 18,75 x 15,36 3034 2903

4 21 x 16,0 x 9 1 x 18,75 x 15,36 2956 2829

10474 10022

fully fitted for 294 teu

tt strength -8,5 tpsqm on tk top, 3,2 tpsqm on dk,

no.1 - 1,75; no.2-4 - 2,2 tpsqm on ha

stackweights bss 20' : 60 t on tk top, no.1 - 20; no.2,3,4 - 40t on dk

stackweights bss 40' : 93 t on tk top, no. 1 - 31; no. 2,3,4 - 62 t on

dk

aa/wog

= OWRS SHOULD GUARANTEE VSL'S GEARS CAN LIFT 40MT UNIT AND OPERATION BY  
CREW (TOTAL 2 UNITS)

FOR

= UP TO VSL'S FULL CAPACITY WITH STEEL PRODUCTS /BGD CHEMICALS/  
VEHICLES, HARMLESS /NON-IMO= L/PORTS : 1 GSB 1/2 SP N.CHINA, OUT OF SHANGHAI/ LIANYUNGANG/ QINGDAO/  
XINGANG

= D/PORTS : 1 GSB 2/3 SP ALGERIA, OUT OF ORAN/MOSTAGANEM /ALGER/ANNABA

= LYCN: 15-21 APRIL 2005

= FRT USD600,000 IN LUMP SUM FIOS N OWNERS FREE D/A BENDS

= FULL FRT LESS COMM TO BE PAID TO OWNERS NOMINATED BANK ACCOUNT, W/IN  
5 BKG DAYS ACOL N S/R BS/L MARKED" FREIGHT PAYABLE AS PER C/P " OR " FREIGHT  
PREPAID" BUT OWNER CAN ONLY RELEASE ORIGINAL BS/L MARKED" FREIGHT  
PREPAID" AFTER RECEIVING FULL FRT IN OWNERS ACCOUNT.

FDEOSDANRVOCLONL

= CHARTERERS AGENT BENDS AND PDA TO BE FOR CHARTERER'S ACCOUNT  
AGENT IN CHINA :

SHANGHAI FAREAST INT'L SHIPPING AGENCY LTD

13F, JAHWA FINANCIAL BUILDING, NO.133, TIAN TONG ROAD, SHANGHAI, P.R.CHINA

TEL:0086-21-63938778/63647397/53544588-802

FAX:0086-21-63566543/63647478

SHANGHAI FAREAST INT'L SHIPPING AGENCY LTD  
13F, JAHWA FINANCIAL BUILDING, NO.133, TIAN TONG ROAD, SHANGHAI, P.R.CHINA

3

JUN-07-2006 13:27

FOWLER RODRIGUEZ CHALOS

P. 03

PIC: MR. YANG GUOXIAN  
 MOB: 13524698004/13311833326  
 TLX: 85-33332 SSASH CN  
 E-MAIL ADDR:  
 YOUNGX@FEISA-SH.COM(PERSONAL)  
 AGENCY@FEISA-SH.COM(GROUP)

AGENT IN ALGERIA : Barwil Algeria  
 12. Rue Ali Boumendjel  
 Algiers 16000 Algeria  
 Tel: 213 21 73 07 54 / 21 73 51 56 / 21 73 51 58  
 Mobile : 213 61 59 97 08  
 Fax: 213 21 73 16 53  
 Telex: 55 232 BARWL DZ

= TOTAL 9 WW DAYS SSHEX / FHEX UU  
 = DEMURRAGE USD7500.00 PDPR /FD WTS BENDS  
 = DEM/DES IF ANY , TOBE SETTLED W/ (ASPER CP DTLs) AFTER COMPL OF  
 DISCHARGING AGAINST SURPORTTING DOCS INCL SOF,NOR ETC WHICH FAX COPIES  
 ACCEPTABLE  
 = OWNER SHOULD ALLOW CHARTERER/SHIPPER/RECEIVER TO USE SHIP'S GEAR FOR  
 LOADING/DISCHARGING AT FREE OF CHARGE , IF SHIP'S GEAR BROKEN DOWN ,  
 SHORECRANE CHARGE/TIME/RISK TOBE FOR OWNERS ACCOUNT  
 = ANY TAXES/DUES ON CGO/DOCS TOBE FOR CHARTERERS ACCOUNT  
 = ANY TAXES/DUES ON VSL/FLG/OWNERSHIP/FRT TOBE FOR OWNERS ACCOUNT  
 = VSL TOBE FREE OF ANY EXTRA INSU DUE TO AGE  
 = COMM: 5PCT TTL + WHICH TOBE DEDUCTED FROM F/D/D + 1.25% TO VELOS  
 CHARTERING TO BE PAID BY OWNERS  
 = OTHERWISE AS PER CHARTERERS PERFORMING C/P "MV PERUN CP DD 14MAY 2004"  
 WITH LOGICAL AMENDMENTS AGREED IN MAIN TERMS N FLWG AMENDMENTS

- all agreed/fixed m/terms to be fully incorporated and c/p amended acc..  
 - lines 127+128 as printed

- line 158 as printed

- cl 21

- a) to add: at any further load port time to commence to count upon arrival at pilot station but with 12 hours turn time
- b) to add: at any further discharge port time to commence to count upon arrival at pilot station but with 12 hours turn time
- h) + i) to be deleted

- cl 25 line 3 replace : 'responsibility' by 'supervision'

- cl 31 to add: port d/a's only

- cl 35 a delete in para 3+4 'as half time'

- cl 37 as per chtrs terms

- cl 39 to add cargo exclusions: TOBE EXCLUDED FROM THE SCOPE OF THE CHARTER PARTY:  
 livestock, pitch in bulk, sulphur in bulk (if classed under imo), soda  
 ash in bulk, scrap, ferro silicon, nuclear isotopes, h.b.i, cement in  
 bulk, bulk borax, all kind of acid any products associated with direct  
 reduced iron, asphalt, ammonium nitrate, creosoted goods, stone blocks,

JUN-07-2006 13:27

FOWLER RODRIGUEZ CHALOS

P. 04

arms and ammonitions, petroleum or its products, petcoke, cakes, pyrites, calcium hydrozide, nuclear materials, expellers, inflammable goods, salt and mahogany logs, and any other harmful, injurious, dangerous goods can be loaded according to vessels certificates and regulations of ports of call. #####

- cl 40 vsis eta lianyungang april 16 - thus cl to be amended acc.

- cl 41 to add at end: ' a/o tally report a/o m/r's.'

**= CHARTERERS QUESTIONNAIR COMPLETED BY OWRS :**

01) legal name/address/tlx no/mic of:

a) original owners and/or managers: ARCTIC OCEAN INTERNATIONAL

b) disponent owners or t/c owners

MTC LEVANT - LINE GMBH

MARTINISTR 29

28195 BREMEN, GERMANY

02) name of vsl (pls adv ex names/ex owners and since when under present ownership/ management) YELENA SHATROVA

03) port of registry - official registry number VLADIVOSTK, LR 866282, IMO 8711265

04) flag + nationality/number of crew - confirm full itf/similar -

RUSSIAN - ITF FITTED

cover/call sign / grt+nrt AS PER DESCRIPTION

05) year/month built AUGUST 1990 + class RU lloyds or equivalent - if equivalent pls adv which

06) confirm engine/bridge aft CONFIRM

07) loa + beam + depth moulded AS PER DESCRIPTION

08) draft fully laden on ssw/winter + corresponding tp/c's

dw summer + winter AS PER DESCRIPTION

09) grain/bale cap: total and holdwise distribution (mainholds only) AS PER DESCRIPTION

10) no. of hatches, dms and type of hatchcovers AS PER DESCRIPTION

11) no. of holds AS PER DESCRIPTION

a) are the holds hoppers?

b) confirm no obstacles/obstructions/pillars in holds/on tanktop NO

c) confirm tanktop is steel, strenghtened and suitable for grab discharge YES

d) adv if vsl is fully cargobattensfitted NO AVAILABLE

12) gear: type + capacity, grab fitted? AS PER DESCRIPTION / NO GRABS

place/date of last quadrennial cargo gear survey

re derricks: pls advise set-up (w/p or selfswinging)

13) owners'/disp owners': p+i club

: h+m insurers

: h+m value

owners p+i club incl full add/validity date of cover hull+mach

Insured value incl insurers full style/add.

name + address of owning company + managers incl tlx/fax/phone

if disp owners are tc/owners pls state date of del and period

owners bankers / ref mic + account no.

confirmation from p+i club and hull and machinery insurers tht

vessel is fully covered by owners/disponent owners for intended

voyage and until when premiums paid to: SINORICHES DLN FAX 86 411 88803803

14) last special survey

last drydocked + bottom painted place + date JUNE 2003

last hold painting/last sandblasting of holds

15) validity periods of foll certificates:

a) safety certificate (both equipment+construction) FEB 2008

b) classification and vsl's class/society

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FOWLER RODRIGUEZ CHALOS

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c) international certificate  
16) masters name: PAVEL S. TRET'YAKOV masters nationality: RUSSIAN  
master employed since:  
17) vessel's telex/satcom no: AS GIVEN  
18) distance w/tohc in ballasted condition  
19) hold ladders fitted - type and dims  
20) service speed 13 KNTS  
21) aircraft in ballast condition  
22) last 3 cargoes carried (starting with last) PRIMARY ALUMINIUM, SAWLOGS, STEEL SCRAP  
END.



境 外 汇 款 申 请 书  
APPLICATION FOR FUNDS TRANSFERS (OVERSEAS)

四、

|  |  |   |  |                      |                          |  |
|--|--|---|--|----------------------|--------------------------|--|
|  |  |   |  |                      |                          | Date   |
| <input type="checkbox"/> 电汇 T/T <input checked="" type="checkbox"/> 票汇 D/D <input type="checkbox"/> 信汇 M/T    发电等级<br>Priority <input type="checkbox"/> 普通 Normal <input type="checkbox"/> 加急 Urgent       |  |   |  |                      |                          |  |
| GHE REP. 0489570117002055  |  |   |  |                      |                          |  |
| 申报号码 ROP Reporting No.   |  |   |  |                      |                          |  |
| 20   | 银行业务编号 Bank Transf. Ref.No.                                      | 收付行名称 Name of Drawee  |  |                      |                          |  |
| 32A  | 货币币种及金额 Currency & Interbank Settlement Amount                   | 金额大写 Amount in Words  |  |                      |                          |  |
| 其 中  | 票汇金额 Amount of EX  | 账号 Account No./Credit Card No.  |  |                      |                          |  |
|  | 附汇金额 Amount of Purchase  | 账号 Account No./Credit Card No.  |  |                      |                          |  |
|  | 其他金额 Amount of Others  | 账号 Account No./Credit Card No.  |  |                      |                          |  |
| 50a  | 汇款人姓名及地址 Remitter's Name & Address                               |   |  |                      |                          |  |
| <input type="checkbox"/> 对公 组织机构代码 Code  |  | <input type="checkbox"/> 对个人 身份证件号码 Individual ID NO.<br><input type="checkbox"/> 中国居民个人 Resident Individuals <input type="checkbox"/> 非中国居民个人 Non-Resident Individuals |  |                      |                          |  |
| 56Ses  | 收款银行之代理行名称及地址 Correspondent of Beneficiary's Bank Name & Address |   |  |                      |                          |  |
| 57a  | 收款人开户银行名称及地址 Beneficiary's Bank Name & Address                   | 收款人开户银行在其代理行处开出的本票或支票的有效期 Validity Period   |  |                      |                          |  |
| 59a  | 收款人名称及地址 Beneficiary's Name & Address                            | 收款人账号 Bene's A/C No. CP - 150 - 003-700   |  |                      |                          |  |
| 70   | 备注 Remarks (限140个字符，不得超过140 Characters)                          |   |  |                      |                          | N/A 国内外信用证 All Bank's Charges If Any Are To Be Borne By Importer or Exporter |
| Remittance Information   |  |   |  |                      |                          |  |
| 收款人居住国家(地区)名称及代码 Resident Country/Region Name & Code   |  |   |  |                      |                          |  |
| 请选择： <input type="checkbox"/> 预付货款 Advance Payment <input type="checkbox"/> 货到付款 Payment Against Delivery <input type="checkbox"/> 退款 Refund <input type="checkbox"/> 其他 Other 最近起运日期 Latest Shipment Date |  |   |  |                      |                          |  |
| 交易编码 HRP Transac. Code   |  | 货币币种及金额 Currency & Amount   |  | 交易附言 Transac. Remark |                          |  |
| REMITTANCE AMOUNT USD557,000.00  |  |   |  |                      |                          |  |
| COR 进出口核销单 US\$06.00 <input type="checkbox"/> 是 <input type="checkbox"/> 否 合同号   |  |   |  |                      |                          |  |
| 外 TEL/POSTAGE US\$15.00 报关单据种类及数量 OTHER COM US\$10.00  |  |   |  |                      |                          |  |
| FROM ACN 043-457-1-000532 * 0005874079.00 本次结社金额   |  |   |  |                      |                          |  |
| 报关单等次 报关单币种及总金额 本次核注金额   |  |   |  |                      |                          |  |
| 银行专用章 For Bank Use Only  |  | 申请人签名 Applicant's Signature   |  |                      | 柜员签字 Cashier's Signature |  |
| OCEANLINK NAVIGATION CO.LTD  |  | Oceanlink Navigation Co., Ltd. Effect The Upwards Remittance Subject To The Credit Limit Overleaf.  |  |                      |                          |  |
| DEFE /C/ SP-USD-001327-01  |  | On behalf of  |  |                      |                          |  |
| ZEMER WILKLINE SHIPPING LINE LTD   |  | 船务有限公司 Ship Management Company Limited  |  |                      |                          |  |
| AC00000903825 14-08-20 20070001 OCEANNAVIGATON COR LIMITED   |  | 91102   |  |                      |                          |  |
| Commissary   |  | Authorized Signatures   |  |                      |                          |  |
| 电话费 Cable Charge   |  | Name of Applicant   |  |                      |                          |  |
| Total Charges  |  | Phone No.   |  |                      |                          |  |
| 支付费用方式 In Payment of the Remittance  |  | By Cash <input type="checkbox"/><br>By Check <input type="checkbox"/><br>From Account <input type="checkbox"/>  |  |                      |                          |  |
| 经办 Sig Ver.  |  | 经办 Number   |  |                      |                          |  |
|  |  | 审核 Check  |  |                      |                          |  |

填寫前請仔細閱讀各欄背面條款及填報說明  
Please read the conditions and instructions overleaf before filling in this application.

From: "Seapride Maritime" <seapride@otenet.gr>  
To: "CALDER ATH" <calder@otenet.gr>  
Subject: <No Subject>  
CC: <No CC specified>  
Date: Fri, 06 Jul 2007 18:36:54 +0300

re Sinoriches future freight payments

Pls be advised that we discussed with Charlie the contents of your msge today and he advised us that he will not remit the funds via his OceanLink Navigation bank account but via his new company SGL Shipping Ltd.

rgrds

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

CALDER SEACARRIER CORP.,

Plaintiff,

-against-

VIKING MARINE S.A. and SINORICHES  
GLOBAL LTD, a/k/a SGL SHIPPING  
LIMITED,

Defendants.

**07 CV 6520 (LAK)**

**AFFIDAVIT IN SUPPORT OF  
PRAYER FOR ATTACHMENT  
AND GARNISHMENT**

STATE OF NEW YORK :  
: SS.:  
COUNTY OF NEW YORK :

GARTH S. WOLFSON, being duly sworn, deposes and says:

1. I am a partner with the law firm of MAHONEY & KEANE, LLP, counsel of record for Plaintiff, CALDER SEACARRIER CORP. (CALDER), in the above-referenced action. As such, I am familiar, based upon my review of the file maintained by my office, with the background of this matter.

2. I make this Affidavit in support of Plaintiff, CALDER SEACARRIER CORP's ("CALDER" or "Plaintiff"), prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure [hereinafter "Rule B"].



AS AND FOR CLAIMS AGAINST DEFENDANT VIKING

3. Upon information and belief, on or about June 6, 2007, CALDER, as Charterer, and VIKING MARINE S.A. ("VIKING"), as owner, entered into a charter agreement for the use of the M/V VERA (Vessel) for service between ports China and Singapore to ports in the Mediterranean. A copy of the fixture is herewith attached as **Exhibit A**.

4. On or about July 18, 2007, in repudiatory breach of the charter, Defendant VIKING removed the vessel from service under the charter to lift a cargo at Xingang for VIKING's own purposes.

5. Moreover, in further breach of the charter party, on or about July 6, 2007, July 11, 2007 and July 19, 2007, Defendant approached CALDER's shippers, inter alia, Defendant SINORICHES, and convinced them to avoid their obligations to CALDER and pay freight directly to VIKING.

6. Net freight CALDER would have received from sub-contracting parties, including Sinoriches, Farmbridge, and MS Steel International, for carriages from Changshu, Dalian, Jintang, and Lianyngang to Ravenna, Aqaba, and Skikda, would have totaled \$3,070,238.50. See **Exhibit B**.

7. CALDER's costs for those shipments total \$150,663.00. (Id.).

8. Net lump sum freight to defendant totals \$2,556,937.50. (Id.).

9. Accordingly, CALDER's estimated lost profit amounts to \$362,638.03. (Id.).

10. In addition, claims from CALDER's contracting parties, as best as can presently be estimated, would amount to at least approximately \$200,000. (Id.).

11. English arbitrators are expected to find under English law that CALDER is entitled to aggravated or exemplary damages arising out of Defendant's tortuous interference with

Calder's contracts. Such damages are estimated to add an extra 10% to 15% to the underlying damages (approximately \$80,000). (Id.).

12. CALDER's English counsel estimates that solicitors and experts' fees for the arbitration would total around \$250,000, and arbitrators' fees would run another \$100,000. (Id.).

13. As of today, CALDER's total claim against Defendant VIKING amounts to **\$1,071,286.31**

AS AND FOR A CLAIM AGAINST DEFENDANT SINORICHES

14. Upon information and belief, on or about June 7, 2007, CALDER, as entitled to do so by reason of its charter with Defendant VIKING, entered into a fixture with SINORICHES GLOBAL LTD, a/k/a, SGL SHIPPING LIMITED ("SINORICHES"), for the shipment by SINORICHES of a cargo of steel products on board the M/V VERA. A copy of the fixture is herewith attached as **Exhibit C**.

15. Upon information and belief, Defendant SINORICHES breached its contract of affreightment with Plaintiff, by failing to pay freight charges, as per the terms of the fixture.

16. Under the referenced fixture, Defendant SINORICHES incurred freight charges estimated at \$1,529,360.53. See **Exhibit D**.

17. SINORICHES has paid \$131,261.13 of the freight charges under the referenced fixture. (Id.).

18. As such, SINORICHES has failed, despite demands, to provide the balance of the freight due to Plaintiff under the terms of the fixture. The balance of the freight currently due to Plaintiffs is \$1,398,099.40. (Id.).

19. CALDER's English counsel estimates that solicitors and experts' fees for the

arbitration would total around \$250,000, and arbitrators' fees would run another \$100,000. (Id.).

20. As of today, CALDER's total claim against Defendant SINORICHES amounts to **\$1,950,684.00**. (Id.).

AS AND FOR ALLEGATIONS IN SUPPORT OF RULE B ATTACHMENT

21. On July 19, 2007, Plaintiff filed a Summons and Complaint with the Clerk of the Court for the United States District Court in the Southern District of New York, seeking the above-stated damages from Defendant VIKING.

22. On August 1, 2007, Plaintiff amended its original Complaint to assert a cause of action against shipper SINORICHES.

23. I have made an investigation and am informed and believe based upon the results of this investigation, that Defendants, VIKING MARINE S.A. ("VIKING") and SINORICHES GLOBAL LTD, a/k/a SGL SHIPPING LIMITED ("SINORICHES") are foreign corporations or other foreign business entity which cannot be "found" within the district for the purposes of an attachment under Rule B. In support of this position, deponent has conducted the following investigation:

24. I have contacted the office of the Secretary of State, Division of Corporations on July 19, 2007, and July 30, 2007, through its information data base and there was no current listing for Defendant VIKING MARINE S.A., SINORICHES GLOBAL LTD, or SGL SHIPPING LIMITED.

25. I have reviewed the current telephone directories, and also consulted with Directory Assistance for the areas over which this District, the United States District Court for the Southern District of New York, has jurisdiction, specifically New York (Manhattan) Borough,

Bronx Borough, Dutchess, Westchester, Rockland, Sullivan, Orange, and Putnam Counties:

(a) No listing for Defendants VIKING or SINORICHES, was found, nor was any listing for a similarly named corporation found;

(b) Deponent is unaware of any general or managing agent within the Southern District of New York for Defendants;

(c) No papers held by Plaintiff, and reviewed by this deponent indicate any presence of Defendants in or around the New York City area;

(d) A search of the internet, or worldwide web, using search engines Google and Yahoo failed to demonstrate any presence of Defendants in or about the New York City area.

26. Based upon the foregoing, Plaintiff respectfully submits that Defendants cannot be found within this District within the meaning of Rule B including, inter alia, the continuous or systematic conduct of business in this district.

27. Additionally, Plaintiff respectfully submits the foregoing application for Rule B security, in full accordance with Aqua Stoli Shipping v. Gardner Smith Pty Ltd., 460 F.3d 434 (2d Cir. 2006), and the notice pleading requirements of the Federal Rules of Civil Procedure.

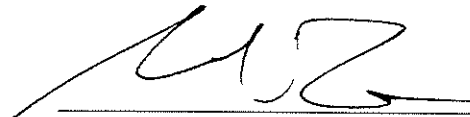
28. Upon information and belief, Defendants have or will have during the pendency of this action, tangible and intangible property within the District in the hands of Bank of America, Bank of New York, Citibank, HSBC Bank USA NA, J.P.Morgan Chase, Standard Chartered Bank, Siam Commercial Bank, Wachovia Bank N.A., Deutsche Bank AG, ABN AMRO Bank N.V., DBS Bank Ltd and/or other financial institutions found within the Southern District of New York.

29. The reason Plaintiff is moving or order of attachment rather than regular motion is

the urgency of this matter.

30. No application for this or similar relief has been sought in this district.

WHEREFORE, Plaintiff respectfully requests that the Court authorize the issuance of process in the form of a Writ of Maritime Attachment and Garnishment seeking attachment and garnishment of Defendants VIKING and SINORICHES' tangible and intangible property within this district, including, inter alia, such property in the hands of Bank of America, Bank of New York, Citibank, HSBC Bank USA N.A., J.P.Morgan Chase, Standard Chartered Bank, Siam Commercial Bank, Wachovia Bank N.A, Deutsche Bank AG, ABN AMRO Bank N.V. and/or DBS Bank Ltd.

  
Garth S. Wolfson (GW 7700)

Sworn to before me this

1st day of August, 2007

  
Notary Public

**JORGE RODRIGUEZ**  
NOTARY PUBLIC  
State of New York No. 02RO6128023  
Qualified in New York County  
Term Expires 06/06/2009

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
CALDER SEACARRIER CORP.,

Plaintiff,

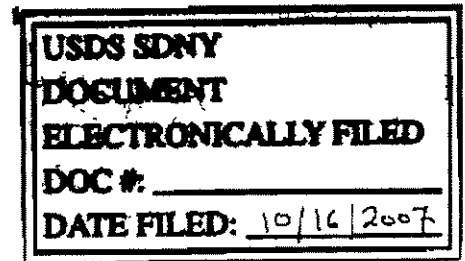
-against-

07 Civ. 6520 (LAK)

VIKING MARINE S.A. and SINORICHES GLOBAL  
LTD., a/k/a SGL SHIPPING LIMITED,

Defendants.  
----- x

**ORDER**



LEWIS A. KAPLAN, *District Judge.*

For the reasons stated on the record in open court on October 15, 2007, the Motion to Vacate Maritime Attachment [docket item 11] and the Motion for Counter-Security [docket item 5] are denied.

SO ORDERED.

Dated: October 16, 2007

A handwritten signature in black ink, appearing to read "Lewis A. Kaplan".

\_\_\_\_\_  
Lewis A. Kaplan  
United States District Judge